

Hamilton Co. Public Hospital PPME #2003 ^{Now~}(Patient Care) 7/1/2005 6/30/2007

AGREEMENT

BETWEEN

HAMILTON COUNTY PUBLIC HOSPITAL

AND

PUBLIC PROFESSIONAL AND MAINTENANCE

EMPLOYEES LOCAL 2003

NON-PATIENT CARE UNIT

2005-2007

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AGREEMENT

This Agreement is between the Hamilton County Public Hospital ("Hospital") and Public Professional and Maintenance Employees Local #2003 ("Union").

ARTICLE 1 RECOGNITION

- 1.01 The Hospital recognizes the Union as the exclusive collective bargaining agent for:

Included: Lead cook; all dietary food service workers; dietary cooks; tray persons; housekeepers, medical records file clerks; general stores clerks; floor specialists; admission clerks - switchboard; medical records transcribers; medical records coding specialist; pharmacy department secretaries; unit secretaries/ telemetry tech; cash receipts specialists; ; transport technicians; social services assistants; security officers; department secretaries; computer operators, general maintenance(s); general maintenance plumbers; clinical systems analyst; general maintenance electricians; computer support specialist; patient accounts representative; maintenance mechanic; inventory control specialist; telecommunications technician; systems administrator; compliance coordinator; records custodian, computer systems analyst except as excluded by Section 20.4(5), Code of Iowa (1991).

Excluded: Environmental services director; food service director; medical records assistant director; plant operations director; admitting manager; human resources director; human resources assistant & secretary; administrative secretary; director of purchasing; health, education and promotion director; and all other persons and all other Hospital employees.

- 1.02 The Hospital and the Union recognize the right of any employee to become a member of the Union, or to refuse to join the Union. Neither party will discourage, discriminate against, or in any way interfere with the right of any employee to join or refrain from becoming and/or remaining a member of the Union.
- 1.03 The Hospital shall provide each employee with one copy of this Agreement.

ARTICLE 2
MANAGEMENT RIGHTS

2.01 The Hospital shall have, in addition to all powers, duties and rights established by constitutional provisions, statute, ordinance, charter, or special act, the exclusive power, duty and the right to:

1. Direct the work of its employees.
2. Hire, promote, demote, transfer, assign and retain employees in positions within the Hospital.
3. Suspend or discharge employees for proper cause.
4. Maintain the efficiency of Hospital operations.
5. Relieve employees from duties because of lack of work or for other legitimate reasons.
6. Determine and implement methods, means, assignments and personnel by which the Hospital's operations are to be conducted.
7. Take such actions as may be necessary to carry out the mission of the Hospital.
8. Initiate, prepare, certify and administer its budget.
9. Exercise all powers and duties granted to the Hospital by law.

ARTICLE 3
DEFINITIONS

3.01 Definition of full-time employee

A full-time employee is an employee who is regularly scheduled by the Hospital to work at least seventy-two (72) hours per two-week pay period.

3.02 Definition of Part-time employee

A part-time employee is an employee who is regularly scheduled by the Hospital to work less than seventy-two (72) hours but thirty-two (32) hours or more per two-week pay period.

3.03 Definition of regular employee

A regular employee is one who has completed the probationary period and whose employment is intended to be regular rather than for a limited or temporary period or purpose.

3.04 Definition of probationary employee

A probationary employee is a newly hired employee who has not completed continuous service with the Hospital over a ninety (90) day period of time. All benefits shall accrue from the date of hire upon successful completion of the probationary period.

3.05 Definition of casual-PRN employee

A casual-PRN employee is one who is regularly scheduled to work less than thirty-two (32) hours per two-week pay period. Casual-PRN employees shall not be covered by the terms of this Agreement.

3.06 Definition of temporary employee

A temporary employee is one whose employment is intended to be of a planned duration of not more than three (3) consecutive months. Temporary employees shall not be covered by the terms of this Agreement.

ARTICLE 4
DUES DEDUCTION

4.01 The Hospital agrees to deduct Union dues from the pay of any employee who executes an authorization form to the Hospital. Dues shall be deducted in monthly installments and authorizations once filed with the Hospital shall continue in effect until terminated by the employee giving at least thirty (30) days written notice of such revocation to the Hospital. The amounts deducted shall be certified by the Hospital to the Union's Treasurer, along with a list of employees, their address, job classifications, pay rates and amount deducted, for whom deductions have been made.

4.02 The Union agrees to hold the Hospital harmless from any liability incurred by the deduction of Union dues from the wages of any employee in the bargaining unit as provided in this Article.

ARTICLE 5
UNION ACTIVITY

- 5.01 The Hospital will, on a semi-annual basis, furnish the Union with a current seniority list covering all bargaining unit employees.
- 5.02 The Union will designate five (5) stewards authorized to deal with the Hospital concerning grievances arising under this Agreement. The Union president will notify the Human Resources Director of the names of the stewards and any changes in stewards. The Hospital will provide the stewards a mailbox in a mutually agreeable location. The Hospital will allow the stewards access to information relevant for contract negotiations and/or grievances. There will be no interference with Hospital operations and continuity of patient care.
- 5.03 The Hospital will provide the Union the use of a bulletin board located in an area mutually agreeable to the Administrator and Union President for the purpose of relaying information regarding Union officers meetings, business, and information pertaining to the content or interpretation of this agreement.
- 5.04 Representatives of the Union may visit the Hospital's facilities for the purpose of discussing grievances and other Union business with employees, provided notification has been given to the Administrator and/or Assistant Administrator, and does not interfere with hospital operations and continuity of patient care.

ARTICLE 6
SENIORITY

- 6.01 Seniority is defined as the length of time an employee has been continuously employed from the last date of hire by the Hospital. Seniority, or length of employment, for all full-time and part-time employees shall be based on 2,080 hours of work for each year of seniority granted (2080 accumulated hours equals one (1) year).
- 6.02 Seniority shall continue to accrue during an employee's attendance at continuing education workshops, sick days, vacations, holidays, all paid leaves, including disability of up to 26 weeks, unpaid leaves of absence of thirty (30) days or less, and low work volume days.
- 6.03 During a leave of absence of more than thirty (30) days or during a staff reduction, an employee's seniority shall not accumulate, but shall be retained.
- 6.04 An employee's seniority shall be broken for the following reasons:
1. Discharge for proper cause, resignation or retirement.

2. Continued absence following the expiration of an approved leave of absence or emergency extension thereof, granted by the Hospital.
3. Absence of two (2) scheduled work days without notifying the Hospital during the absence, unless the employee provides reasons acceptable to the Hospital for such absence and inability to call.
4. Failure to be recalled within one (1) year of a layoff or failure to return to work within fourteen (14) calendar days after notification of recall from layoff by the Hospital. Such notice shall be by registered mail, return receipt requested, to the last address furnished to the Hospital by the employee.
5. Authorized paid disability leave in excess of 26 weeks.

6.05 Employees will be laid off within job classifications. Layoffs shall be by seniority order within classifications, with the least senior employee(s) laid off first, provided that the remaining employee(s) within the classification are qualified to perform the work available. Employees who would otherwise be laid off may displace junior employees within their classification, provided the senior employee(s) is qualified to perform the work available. Recall from layoffs shall be in reverse order of layoff. For purposes of this article, the classifications shall be dietary, plant maintenance, central stores, environmental services, fiscal services, medical records, nursing and pharmacy. The positions within each classification are set forth on Exhibit A.

6.06 Whenever a permanent bargaining unit job is vacant and the Hospital decides to fill it, employees in the bargaining unit, including employees on layoff and eligible for recall, may apply for the position. All such vacancies shall be posted on appropriate employee bulletin boards for seven (7) days. Such postings shall list the job classification, department, qualifications, and pay rate. During the seven (7) day period, employees who wish to apply may submit written applications to Human Resources. The vacancy will be filled by the applicant who is best qualified. When two (2) or more applicants have relatively equal qualifications, the most senior applicant shall be selected. If there are no applicants, or no applicant is qualified, the Hospital may hire a new employee. If, after an appropriate trial period, the Hospital elects not to have the employee continue in that position, the employee will return to his/her previous position without any loss of seniority or benefits.

6.07 The Hospital reserves the right to terminate probationary employees without notice or pay. Probationary employees are not required to give two (2) weeks notice of intention to resign or terminate. PTO will accrue during the probation period. A probationary employee is eligible to use earned PTO for holiday purposes during the probationary period. PTO may not be used for vacation or sick purposes during the probationary period.

6.08 Equal Employment Opportunity

All employment decisions including recruitment, hiring and filling of vacancies in all job classifications will be conducted without regard to race, color, religion, national origin, age, disability, or sex. All policies will comply with federal, state and local laws and regulations.

ARTICLE 7
VOLUNTARY RESIGNATION OF EMPLOYMENT

7.01 An employee shall give the Hospital two (2) weeks written notice of resignation of his/her employment. Failure to give proper notice will cause the employee to forfeit accrued paid time off. In emergency situations the two (2) week notice shall be waived.

7.02 Upon resignation after proper notice, employees shall receive payment for all earned and accrued paid time off.

ARTICLE 8
HOURS OF WORK AND OVERTIME

8.01 The purpose of this Article is to define the normal hours of work, and it shall not be construed as a guarantee of hours of work per day or days of work per week.

8.02 The work day for any employee is defined as a twenty-four (24) hour period beginning at the start of the employee's regularly assigned shift. All employees shall be hired for a stated shift or shifts, and all regular transfers shall be documented and retained in the employee's personnel file. Employees regularly assigned to a rotating shift shall have their work day defined as 0001 to 2400 hours. The first shift will include any shift beginning after 4:59 a.m. and before 11:00 a.m., the second shift will include any shift beginning after 10:59 a.m. and before 9:00 p.m. and the third shift will include any shift beginning after 8:59 p.m. and before 5:00 a.m.

8.03 Each employee shall be assigned to either an 8/80 or 40 hour work week for purposes of determining overtime. The employees shall be notified of any change in this assignment. Under an 8/80 schedule, an employee required by the Hospital to work more than eight (8) hours in a workday or more than 80 hours in a two week period shall be paid at a rate of one and one-half times the employee's actual regular rate for such hours worked in excess of eight per day or eighty (80) per two week period. An employee on a forty (40) hour work week shall be paid at a rate of one and one-half times the employee's actual regular rate for hours worked in excess of forty (40) per work week. Any paid time off shall not be included in calculating hours worked for purposes of determining overtime.

- 8.04 All employees shall receive an uninterrupted thirty (30) minute unpaid mealtime break per shift of eight hours or more. One fifteen (15) minute break shall be provided for each four (4) hour period of work time. Break time shall be counted as work time. Unused break time cannot be used to extend meal breaks or used to leave early at the end of the work shift. If an employee does not receive an uninterrupted meal break, he/she shall be paid for that meal break.
- 8.05 Regular work schedules and regular scheduled days off will be posted at least ten (10) days in advance. Employees will notify the Department Head ten (10) days in advance of posting of schedule for special days requested off. The Department Head will attempt to accommodate the employee's request. If an employee's scheduled work days or days off are unacceptable it will be the employee's responsibility to find his/her own substitute acceptable to his/her Department Head, that will not result in the Hospital incurring overtime expense.
- 8.06 The Hospital will attempt to ensure that each employee shall receive a minimum of four (4) days off in each biweekly pay period. The Hospital reserves the right to assign an employee to a second consecutive weekend, attempting to assure two (2) weekends off in four (4). If the employee is required to work an extra weekend or an extra weekend shift, beyond the two (2) in four (4) scheduled, the Hospital will compensate the employee at one and one-half times the employee's actual regular hourly rate for time actually worked on a weekend in excess of two (2) in such four (4) week period. Weekend hours are defined as the hours that fall between 2300 on Friday and 2400 on Sunday.
- 8.07 There will be no split shifts. Except when required to ensure continuous patient care, employees will not be required to work all three (3) shifts within a seven (7) day period.
- 8.08 Full and part-time employees shall be paid their hourly rate of pay, exclusive of shift differentials, for their attendance at mandatory scheduled meetings. Mandatory scheduled meetings and/or mandatory in-service meetings shall be regarded as hours worked and will be posted for a minimum of seven (7) calendar days in advance, except in the case of an emergency.
- 8.09 All earned, accrued, and accumulated PTO time will remain in effect and on the employee's record when an employee reduces his/her hours from full-time to part-time.
- 8.10 An employee shall not be routinely scheduled to report for work unless he/she has been off duty for at least ten (10) hours since completing the last scheduled shift, except in case of necessity to ensure continuous patient care.

ARTICLE 9
WAGES AND SALARIES

- 9.01 Employees covered by this Agreement shall receive the wage rates appropriate to their job classifications and seniority in accordance with the hiring schedule in Exhibit "A".
- 9.01A For purposes of initial placement of new hires on the hiring schedule, wage rates may be based on a person's experience based upon a three percent increase per year over the base beginning wage; provided that no new hire will be paid more than an existing employee in the same position who has more seniority or is within two years of experience as the new hire. An employee who has left employment with the Hospital and returns to work will be given full credit for past time worked, and if in the same position, he/she shall start with a minimum of pay when he/she last worked for the Hospital. If the employee has been gone for less than six (6) months, they shall retain all former seniority.
- 9.02 An employee working second (2nd) shift shall be paid an additional one dollar (\$1.00) per hour shift differential. An employee working third (3rd) shift shall be paid an additional one dollar and twenty-five cents (\$1.25) per hour shift differential. Employees working overtime shall receive the shift differential for their scheduled shift just completed. Differentials shall not be included in an employee's base salary.
- 9.03 An employee's pay under more than one provision of this Agreement for the same hours worked shall not be pyramided.
- 9.04

Employees employed pursuant this agreement shall receive a wage increase in the first pay period of July, 2005 as follows:

- (1) Employees shall receive a wage increase correlated to a modifier dictated by the average peer group wage for the applicable position and subject to the applicable maximum wage rate set forth in Section Exhibit A.
- (2) Employees who have accrued 10,400 hours of seniority as of July 1, 2005 shall receive the greater of a three percent wage increase or the midpoint between the minimum and maximum wages for the applicable position;
- (3) Employees paid at or below the adjusted starting wage shall receive the greater of a three percent wage increase or the adjusted starting wage;

The Hospital and the Union agree and acknowledge that the parties have examined and agreed upon the precise July 1, 2005 wage adjustments described in this section 9.04 for each employee covered by this Agreement.

Employees shall receive a wage increase of 3% (three percent) of the average hourly rate of the PPME bargaining unit effective the first pay period of July 2006.

- 9.05 Tray persons who serve as cooks shall receive the greater of a premium of sixty-five cents (\$.65) per hour or the beginning wage rates for cooks set forth in the hiring schedule. (See Exhibit A)

ARTICLE 10
ON CALL AND CALL BACK

- 10.01 An employee on-call shall be paid at a rate of one dollar and twenty-five cents (\$1.25) per hour. This on-call rate shall be paid when the employee is receiving hourly pay for being called back.

An employee who is scheduled to take call on holiday hours as defined in Section 11.08 shall be paid at the rate of \$1.75 per hour for call time instead of the \$1.25 rate set forth above.

- 10.02 If an employee is called back to the Hospital to work as part of her/his normal eight (8) hour day or eighty (80) or forty (40) hour work period, she/he shall be paid at the regular straight time rate, but for a minimum of one (1) hours pay. If he/she leaves and is called back within that hour, he/she will not receive additional compensation for that hour.
- 10.03 On call time for weekends and holidays shall be distributed as equitably as practicable between full-time and part-time employees.

ARTICLE 11
PAID TIME OFF

- 11.01 All employees covered by this Agreement will accrue PTO from their first day of work. Accrued PTO may be taken at any time with Department Director or Administrative approval. PTO hours are to be used for vacations, holidays, and sick days.
- 11.02 All full-time employees who complete the following years of continuous service accrue PTO hours according to the following schedule:

Years of Service Completed	PTO Accrued per Hour Paid
0 through 5	.085
6 through 10	.104
11 through 15	.124
16 and over	.143

- 11.03 Part-time employees who complete the following years of continuous service accrue PTO hours according to the following schedule:

Years of Service Completed	PTO Accrued per Hour Paid
0 through 5	.074
6 through 10	.093
11 through 15	.112
16 and over	.131

11.04 Employees shall be paid for PTO accrued hours at a rate of 100% per hour in excess of 250 hours (one time payment will be paid the last pay period of fiscal year 2005). Employees shall be paid for any PTO hours accrued above 250 hours at a rate of fifty percent (50%) per hour in excess of 250. Such payment and PTO reduction shall occur in the first pay period in November of each year.

- 11.05 The Hospital reserves the right to schedule PTO used for vacation purpose in order to assure proper and adequate patient care. PTO time of one (1) week or more must be scheduled pursuant to Section 8.05 of this Agreement. PTO time of less than one (1) week may be scheduled by mutual agreement of the Hospital and employee.
- 11.06 The amount of PTO pay to which an employee is entitled will be based on his/her regular straight time hourly rate, excluding all differentials, in effect at the time PTO is taken.
- 11.07 PTO will be granted when requested if at all possible.
- 11.08 The hospital recognizes these legal holidays: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.

All employees who work a holiday listed above shall be paid one and one-half times their regular rate of pay.

For employees scheduled Monday through Friday, a holiday falling on Saturday is observed on Friday and a holiday falling on Sunday is observed on Monday.

- 11.09 In order to promote equitable distribution of holidays, when possible, employees will not be scheduled to work the same holiday two (2) consecutive years, unless by request.

- 11.10 The Hospital has the right to require any employee to work the day of the holiday in order to meet its scheduling requirements. However, an attempt will be made to grant one-half (1/2) of the holidays off, even if this requires changing routine schedules.
- 11.11 Employees who work on second (2nd) shift on December 24 or second (2nd) shift on December 31 shall be paid at the rate of one and one-half (1-1/2) times their regular straight time rate of pay, inclusive of any applicable differentials.
- 11.12 Upon separation from the Hospital, an employee will be paid for the balance of earned, unused PTO hours at 100% for hours up to and including 250, and at 50% for hours exceeding 250, at their regular rate of pay, exclusive of differentials, if they give proper notice of termination as required in Article 21. Upon the death of an employee, this balance will be paid at 100% to the employee's estate
- 11.13 Employees may but do not have to use FMLA leave when they are absent due to their own serious health condition and they utilize Paid Time Off.

ARTICLE 12 LEAVES OF ABSENCES

12.01 Leaves of Absence with Pay

12.01A Jury Duty

Employees required to perform jury duty must immediately advise their supervisor by presenting a notification of jury duty. The employee will be paid his/her regular hourly rate, exclusive of differentials, when jury duty is required during the employee's regularly scheduled work hours. Employees who serve less than four (4) hours of jury duty in a regularly scheduled work day shall report to work. Employees who serve more than four (4) hours on a regularly scheduled work day need not report to work. He/she will be paid for hours actually served and may use PTO for the remaining hours of a regularly scheduled work day. Employees must report for work the next scheduled day of work following jury service.

12.01B Funeral Leaves

Time off with pay, at an employee's regular hourly rate, exclusive of differentials, will be paid to full-time employees for up to three regularly scheduled work days to arrange for and attend the funeral of a member of the immediate family. Immediate family is defined as an employee's spouse, natural, foster, or step-child, natural, foster or step-grandchild, natural, foster or step-parent, grandparent, sister, brother, father or mother of present or deceased spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law or relative residing in the employee's home. If needed, time in excess of three days may be taken from vacation if available. If PTO time is not available, time off in excess of three days may be requested according to Article 13.02B. Time off with pay will be granted to part-time employees for one eight hour day for the above circumstances.

Time off without pay to attend the funeral of other relatives and friends may be granted at the discretion of the employee's supervisor or department director. As much advanced notice as is possible under the circumstances should be given.

Time off without loss of pay may be granted to employees, at the discretion of the department director, to attend funerals as representatives of the Hospital.

12.02 Leaves of Absence Without Pay

12.02A A personal leave of absence without pay may be granted by the Hospital. A written request for a leave must be submitted to the department director at least thirty (30) days in advance, showing the reason for the request and the beginning and ending dates of the leave. Employees must contact the human resources department for assistance in preparation of the formal request and to review the leave policy, which sets out the duration of the leave, benefit status, etc.

12.02B A personal leave of absence for reasons other than military duty, reserve duty or work-related injury or illness may be granted on an individual basis by the department director and administrator. The need, purpose and length of leave will always be taken into consideration. The thirty (30) day leave requirement may be waived in an emergency, at the discretion of the Department Director and Administrator. Leaves include, but are not limited to educational, travel, illness in family, medical or personal problems.

12.02C Conditions

Full-time and part-time regular employees may receive an unpaid leave of absence providing:

Should the unpaid leave of absence be granted, the employee will not lose any accumulated benefits, but benefits will not accrue during the absence period. Both leave and employment shall terminate if the employee engages in other employment.

Employees on an unpaid leave of absence of five (5) working days or less shall not be required to reimburse the employer for any benefits.

While an employee is on an unpaid leave of absence of more than five (5) working days the following conditions shall apply:

1. The employee shall pay the total cost for group health insurance and life insurance benefits while on unpaid leave of absence.
2. An employee on unpaid leave of absence shall remit health insurance premium payments to the Hospital on or before the group due date for payment.
3. Salary security continuation benefit coverage will end from the day the leave starts until the day the employee returns to work.
4. Upon return to work, the employee will immediately be covered by salary security.

12.03 Union Business Leave

The Hospital will attempt to grant the necessary time off to an employee who is required to attend grievance meetings and/or hearings during their scheduled work hours, if such attendance does not interfere with maintaining adequate staffing, providing a forty-eight hour advance written notice, whenever possible, is given to the employee's department director.

ARTICLE 13 SICK LEAVE

- 13.01 If an employee misses more than two (2) days of work, he/she shall provide a physician's statement to receive PTO hours for sick pay purposes. If the Hospital has reason to believe an employee is abusing sick leave, it may require him/her to furnish a physician's statement to be submitted to Human Resources to be entitled to any sick pay. Such requirement may be imposed for up to six (6) months.

- 13.02 A physician's statement, which shall be documented on the Salary Security Disability Forms, must be submitted to Human Resources by 9:00 a.m. on the Monday following the end of the pay period, to be included in the employee's next payroll check.
- 13.03 The employee must notify the Hospital of absence from work due to illness or accident as far in advance as possible.
- 13.04 In the case of a foreseeable disability, such as disability due to elective surgery or pregnancy, the employee qualifying to use sick leave and/or the disability income plan for the period of the disability shall notify the Department Director in writing as soon as possible after learning of the foreseeable disability, of the date of the projected commencement of the disability and the date of the expected recovery. In the case of pregnancy, the employee shall submit a written request for a Tentative Leave of Absence no later than the end of the sixth (6th) month of the pregnancy to the Department Director. Such statement shall be accompanied by a doctor's statement confirming the projected period of disability. This statement may be used by the Hospital to plan for necessary replacement and scheduling of personnel and does not commit the employee or the Hospital to this period of leave. If the period of actual disability exceeds that projected, the employee shall provide the Department Director with an additional doctor's statement confirming the continued disability. For a period of actual disability which is less than that initially projected, the Hospital will only compensate the employee for the period of actual disability.
- 13.05 When employees miss work due to illness or injury, they may, at the employee's discretion, use one accrued day of Paid Time Off to supplement short term disability pay or workers' compensation healing period benefits for each five (5) days of such short term disability or workers compensation healing period benefits.

ARTICLE 14
BENEFITS

14.01 Group Health Insurance

- 14.01A On the first day of the month following the ninety (90) day probationary period, full-time regular employees regularly scheduled to work 36 or more hours per week shall be eligible for group health insurance coverage.
- 14.01B - Beginning July 1, 2005, full-time employees shall pay \$40.00 per month towards the cost of single traditional coverage for the \$500 deductible plan; or pay 15.00 per month towards the cost of single traditional coverage for the \$1000 deductible plan; or \$30.00 per month towards the cost of single coverage for the PPO health insurance plan.

The \$500 deductible plan will NOT be available to any employee who is not on the plan as of June 30, 2003.

Co-payments for the prescription portion of the PPO style plan and the \$1000 deductible traditional plan will be \$10.00 Generic and \$30.00 Generic.

- 14.01C On the first day of the month following the ninety (90) day probationary period, part-time regular employees are eligible for single coverage.
- 14.01D Beginning July 1, 2003, part-time regular employees must complete a health statement and pay all but \$100 per month towards the single \$1000 deductible traditional health insurance plan or the PPO health insurance plan.
- 14.01E Family health insurance coverage is available to regular full-time employees. Employees who elect family health insurance coverage through \$500 deductible traditional health insurance plan shall be required to pay the difference between the cost of the single coverage plan minus the employee's contribution pursuant to Section 14.01B and the cost of the family health insurance coverage.
Family PPO health insurance or \$1,000 deductible health insurance coverage is available to regular full-time employees. Employees who elect family health insurance coverage through a PPO health insurance product shall be required to pay 50% of the cost of the family health insurance coverage, or \$1,000 deductible health insurance product shall be required to pay 33% of the cost of the family health insurance coverage
The \$500 deductible plan will NOT be available to any employee who is not on the plan as of June 30, 2003.
- 14.01F Booklets outlining the insurance program selected by the employee will be made available to eligible employees.

14.02 Life Insurance

On the first day of the month following the ninety (90) day probationary period, full-time regular employees will be eligible for life insurance equal to the employee's annual salary to the nearest \$1000. The employee's contribution is \$1.00 per month.

14.03 Short Term Disability Insurance

On the first day of the month following the ninety (90) day probationary period, the Hospital shall provide short-term disability insurance for all full-time regular employees. The short-term disability insurance shall begin on the fifth regularly

scheduled working day of illness. The maximum benefit period is 52 weeks. The insurance will compensate the employee 60% of regular rate, excluding differentials, up to a maximum of \$500 per week.

14.04 Employee Health Services

The Hospital shall provide an employee health nurse to conduct limited health examinations, provide vaccines, and consult with employees in health matters and workers compensation matters.

14.05 Tax Sheltered Annuity

The Hospital shall continue to provide a payroll deduction for a Public Employees Deferred Compensation.

14.06 Flexible 125 Cafeteria Plan

The Hospital shall continue to provide a Flexible 125 Cafeteria Plan or an equivalent plan.

14.07 Cancer Insurance

The Hospital shall offer payroll deduction services for a cancer policy premium.

14.08 Health Plan Booklet

The Hospital shall make available to each eligible employee a description of the health insurance provided.

**ARTICLE 15
PHYSICALS**

- 15.01** Annually employees will be offered a limited health screening. The limited health screening will include vital signs, laboratory tests, hepatitis B testing of high risk employees as determined by the Hospital's infection control policy and tuberculin testing as required by state and federal laws. This limited health screening will be provided by the Hospital at no cost to the employee.

**ARTICLE 16
HOSPITAL SERVICES**

- 16.01** The Hospital will provide meals to employees during cafeteria hours at the actual cost to the Hospital. The Hospital shall provide fresh sandwiches, fresh fruit, canned juices and snacks for purchase by personnel working during the hours when the cafeteria is closed.

- 16.02 The Hospital will continue to provide free parking spaces to all employees of the Hamilton County Public Hospital.
- 16.03 Upon hire, the Hospital shall provide each employee a copy of the employee handbook. Prior to the effective date of policy amendments, such amendments will be distributed to all employees and copies will be provided to the Union representative. The policies contained in the employee handbook will apply if not otherwise incorporated in the Contract.

ARTICLE 17 ORIENTATION

17.01 General Orientation

All employees will receive a paid orientation to the Hospital. Each employee will receive a paid orientation to the shift or shifts for which they will be assigned.

17.02 Transfer Orientation

All employees who transfer to a different job classification or to a new department will receive paid orientation regarding the policies and procedures of the new classification or new department.

ARTICLE 18 IN-SERVICE EDUCATION

- 18.01 In-service Education programs shall be provided for all full and part-time employees and shall be made available to all shifts when possible with programs posted as far in advance as possible.
- 18.02 The Hospital reserves the right to schedule in-service education programs and, at its option, make attendance mandatory. Notification of mandatory in-service education programs and meetings shall be posted seven (7) days in advance. Each employee is encouraged to participate in the Hospital's in-service education programs.
- 18.03 The In-service Programs will reflect the desires and needs of the Hospital. Employees may submit written proposals for In-service Education programs.

ARTICLE 19
CONTINUING EDUCATION LEAVE

- 19.01 Should the Hospital require an employee to attend a specific job related program, the Hospital will reimburse: tuition or registration fees, and the employee's regular rate for time actually spent in a program and for travel to and from the program and lodging and transportation (at twenty-eight cents (\$.28) per mile) where applicable. Prior approval is required. The employee will be responsible for keeping all vouchers and receipts to prove attendance before he/she will be reimbursed.
- 19.02 All employees who participate in continuing education programs financed by the Hospital shall share information, knowledge, and skills and shall submit a written summary if requested.
- 19.03 The Hospital will post continuing education programs sponsored by it.
- 19.04 The Hospital will continue its current tuition reimbursement policy.

ARTICLE 20
STAFF REDUCTION

- 20.01 In the event that it is necessary for the Hospital to lay off employees, employees shall be laid off within job classifications and titles.
- 20.02 Within each job classification employees whose abilities and qualifications are substantially equal shall be laid off on the basis of reverse seniority as defined in this Agreement.
- 20.03 All employees who are laid off have the right to receive accrued benefits in the same manner as a terminated employee.
- 20.04 The employee shall receive two (2) weeks notice of a reduction in staffing.
- 20.05 Recall
- If there has been a layoff, the Hospital shall not employ new employees for affected job classifications until all employees holding seniority and recall rights have been recalled or given the opportunity to be recalled. Recall shall be in the reverse order of the layoff and to any position for which the employee is qualified. If an employee is recalled to his/her former position, and elects not to accept recall to such position, such refusal will be treated as termination. Employees having been laid off for one (1) year lose all recall rights.
- 20.06 An employee who cannot be reached or who is unavailable without proper reason for call back shall cease to accrue Paid Time Off and seniority. The Hospital agrees to

contact a designated Union representative in cases where an attempt had been made to call back an employee for duty and he/she cannot be reached.

20.07 Any employee covered by this Agreement whose hours are reduced by this Article to less than their regular hours as defined in Article 3 of this Agreement shall not by reason of the reduced hours be eliminated from the provisions of this Agreement.

20.08 Low Work Volume Days

The Hospital reserves the right to adjust staffing in relationship to work volume. On days of low work volume, the Hospital may offer employees the opportunity to volunteer to use Paid Time Off. If a voluntary agreement cannot be reached, the Hospital will attempt to observe the following guidelines in the reduction in employee's hours.

- a. When the amount of normally scheduled hours of a full-time or regular part-time employee are cut back by the Hospital due to reduction in work volume, the employee shall have the option of taking an accrued PTO day rather than a day without pay.
- b. The Hospital will attempt to give as much notice as possible to the employee(s) affected.
- c. The Hospital will attempt to reduce the hours of employees in the following order:
 - i. probationary employees by reverse seniority and
 - ii. regular employees by reverse seniority.

ARTICLE 21
GRIEVANCE PROCEDURE

21.01 The purpose of this article is to provide an orderly procedure for the prompt resolution of a grievance. A grievance shall mean only a complaint by an employee or the Union that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

21.02 Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

21.03 The failure of an employee or the Union to process any grievance within the prescribed time limits will act as a bar to the grievance. The time limits provided

under this Article may be extended by mutual consent between the Hospital and the Union.

21.04 Grievances will be resolved by the parties as follows:

- Step 1: Within seven (7) days of the occurrence giving rise to the dispute or within seven (7) days of when the employee knew or should have known of the occurrence giving rise to the grievance, the employee shall attempt to resolve the grievance informally by requesting a meeting with her/his immediate supervisor to discuss the matter. The meeting shall take place as soon as practicable. The immediate supervisor will answer the grievance orally within seven (7) days of its presentation.
- Step 2: If the grievance is not resolved in Step 1, the grievant will reduce the grievance to writing and submit it to the Assistant Administrator within seven (7) days after receipt of the immediate supervisor's oral answer. The written grievance shall state the facts upon which it is based, the section(s) of this Agreement alleged to have been violated. The Assistant Administrator will provide a written answer to the employee within seven (7) days after receipt of the written grievance.
- Step 3: If the dispute is not resolved in Step 2, the grievant shall have the right to submit the written grievance to the Administrator within ten (10) days of receipt of the answer in Step 2. The Administrator will provide a written answer to the grievant within ten (10) days of receipt of the written grievance.
- Step 4: If the dispute is not resolved in Step 3, the Union may submit the grievance to arbitration within ten (10) days of receipt of the Administrator's answer.

21.05 In the event the Union requests arbitration, the parties shall attempt to agree upon a neutral arbitrator. If the parties cannot agree upon an arbitrator within fourteen (14) days following receipt of the request for arbitration, either party may jointly request the Iowa Public Employment Relations Board to submit a panel of five (5) arbitrators. The parties shall alternatively strike the names of arbitrators on the panel until one (1) remains. This person shall be the designated arbitrator.

21.06 The arbitrator shall have no authority to amend, modify, nullify, ignore, add to, or subtract from the express provisions of this Agreement. The arbitrator shall confine her/his decision to a determination based on the issues presented at the arbitration hearing. Within that authority, the decision of the arbitrator shall be in writing and shall be final and binding on the Hospital, the Union and the employee(s).

- 21.07 The Union's duly authorized representative may be present at any grievance meeting if requested by the aggrieved employee.
- 21.08 The expenses of the arbitrator and the expenses incidental to the arbitration hearing shall be shared equally by the Hospital and the Union; however, each party shall be responsible for the expenses of their own representatives.
- 21.09 The Union agrees to hold the Hospital harmless from any liability incurred by the Hospital as a result of requiring both the Union and the employee to consent to arbitration.
- 21.10 Failure of the grievant to act on any grievance within the prescribed time limits shall constitute a permanent waiver and bar such grievance from further consideration. The failure of the immediate supervisor, Assistant Administrator, or Administrator to give an answer within the time limits shall permit the grievant to proceed to the next step. All time limits set forth in this Article may be extended by mutual agreement of the Hospital and the grievant and/or Union.

ARTICLE 22

MILEAGE

- 22.01 Employees required and directed by supervision to use their personal vehicle for Hospital business (excluding mileage to and from work) will be reimbursed for mileage at the rate of twenty-eight cents (\$.28) per mile.

ARTICLE 23

EQUAL EMPLOYMENT OPPORTUNITY

- 23.01 All employment decisions including recruitment, hiring and filling of vacancies in all job classifications will be conducted without regard to race, color, religion, national origin, age, disability, or sex. All policies will comply with federal, state and local laws and regulations.
- 23.02 Notwithstanding any term of this Agreement, the Hospital shall be free to take any action necessary to comply with the Americans with Disabilities Act.

ARTICLE 24

PAYCHECKS

- 24.01 Employees will be paid bi-weekly or twenty-six (26) times a year. The check represents the time worked by the employee for the previous two (2) weeks ending with the Saturday before pay day. Checks will be available in the Human Resources office after 7:00 a.m. on pay day. If the Thursday pay day is a holiday, checks will be

available by 2:00 p.m. on Wednesday. In emergencies, paychecks will be issued as soon as possible.

ARTICLE 25
SEPARABILITY AND SAVINGS

- 25.01 If any provision of this Agreement is subsequently declared by proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 26
EFFECTIVE DATE

- 26.01 This Agreement shall be effective as of the 1st day of July, 2005 and shall remain in full force and effect until the 30th day of June 2007.
- 26.02 This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing by October 15 that it desires to terminate or modify this Agreement. In the event that such notice is given, negotiations shall begin no later than November 15. This Agreement shall remain in full force and effect until a new Agreement is negotiated and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have set their hands this 9 day of June, 2005.

HAMILTON COUNTY PUBLIC
HOSPITAL

PUBLIC PROFESSIONAL AND
MAINTENANCE EMPLOYEES LOCAL 2003

By: Peter Schuler

By: Monte Quinn

By: Helen Coors

By: _____

EXHIBIT "A"

DIETARY

- Lead Cook
- Food Service Workers
- Dietary Cooks
- Tray Persons

MEDICAL RECORDS

- Medical Records File Clerks
- Medical Records Transcribers
- Coding Specialist
- Department Secretary
- Compliance Coordinator
- Record Custodian

PHARMACY

- Secretaries

FISCAL SERVICES

- Admissions/Switchboard
- Cash Receipts Specialist
- X-Ray Billing Clerks
- Computer Operators
- Accounts Payable Clerk
- Clinical Systems Analyst
- Patient Accounts Representative
- Computer Support Specialist
- Systems Administrator
- _Computer Systems Analyst

PLANT MAINTENANCE

- Security Officers
- General Maintenance
- General Maintenance Plumbers
- General Maintenance Electricians
- Maintenance Mechanic
- Telecommunications Technician

ENVIRONMENTAL SERVICES

- Housekeepers
- Floor Specialists

CENTRAL SUPPLY

- General Stores Clerks
- Inventory Control Specialist

NURSING SERVICE

- Transport Techs
- Unit Secretaries/Telemetry Tech
- Department Secretaries